



Securative™
HEALTHCARE SOLUTIONS

EXECUTIVE CONSULTANT AGREEMENT PACKET 2019

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COMPANY INTRODUCTION

Securative Health Solutions, a Georgia based Limited Liability Company. We leverage strategic partnerships for physicians, physician groups and hospital systems that offer tactical expertise in practice management to provide healthcare solutions that optimize clinical safety, quality, efficacy, compliance and of course revenues:

- Preventative Health Platforms (Pro Forma Provided)
- Chronic Care Management Solutions (Pro Forma Provided)
- Allergy & Immuno-therapy (Pro Forma Provided)
- ABI/ANS Testing (Pro Forma Provided)
- Lab Management Solutions
- Regenerative Medicine
- Nutraceuticals To Support Treatment Protocols



We assist our physician clients in the generation of lucrative new revenue streams. Our practice development model is designed to improve both patient and physician outcomes by addressing three categories vital components:

- Quality
- Compliance
- Revenue

Securative's leadership team has a combined experience of 60+ years through professional delivery of sales and service to a number of economic sectors including medical practices, hospitals and government offering medical services and devices, managed care, diagnostic lab testing, risk management, regulatory compliance, workplace wellness programs and nutraceuticals.

SECURATIVE HEALTHCARE SOLUTIONS EXECUTIVE PERSONAL INFORMATION

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications. Please carefully read and answer all questions. You will not be considered if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions must be answered.

Name _____ (last, first, middle)

Street Address and/or Mailing Address _____

City _____ State _____ Zip _____

Home Number _____ Cellular Number _____

Email address _____

Date you can start work _____

Do you have a High School Diploma or GED? Yes No

Highest Level of Education _____

Are you authorized to work in the U.S. on an unrestricted basis? Yes No

Have you ever been convicted of a felony? (Convictions will not necessarily disqualify an applicant for employment.) Yes No If yes, explain: _____

Have you been told the essential functions of working with Securative Healthcare Solutions?

Yes No

Can you perform these essential functions of the job with or without reasonable accommodation?

Yes No

REFERENCES Please list three references not related to you

I certify that the personal information stated are true and complete to the best of my knowledge. I authorize Securative to make an investigation of any of the facts set forth in this application and release Securative Healthcare Solutions from any liability.

Securative Healthcare Solutions may contact any listed references on this application. I acknowledge and understand that the company is an "at will" Company. Therefore, any employee (regular, temporary, or other type of category employee) may resign at any time, just as the employer may terminate the employment relationship with any employee at any time, with or without cause, with or without notice to the other party.

Applicant Signature _____ Date _____

MUTUAL NON DISCLOSURE AND NON CIRCUMVENT AGREEMENT
Confidentiality Agreement

Securative Health Solutions ("SHS"), a Georgia based Limited Liability Company, recognized for leveraging relationships with strategic partners who offer our clients tactical expertise in practice management to optimize clinical safety, quality, efficacy, compliance and of course revenues for physicians, physician groups and hospital systems; founded by John M. Burgstiner.

For the purpose of this Agreement, SHS disclosing the confidential information will be referred to as the "Disclosing Party" and _____ will be the party receiving the confidential information will be referred to as the "Receiving Party". In consideration of the mutual disclosure of the confidential information, the parties agree as follows:

1. Definition of Confidential Information. "Confidential Information" is defined as:
(a) all information or materials disclosed by the Disclosing Party to the Receiving Party, mutually recognized, whether client specific, written, electronic or oral information, including but not limited to business plans, financial data, technology under development, and marketing information, regardless of whether such disclosures are marked, unmarked, designated as Confidential; and (b) Client names; physicians, physician groups, clinics and hospital systems
(c) Strategic Partners, ancillary services (d) Patient information
2. Disclosure Restrictions. Receiving Party shall use all necessary efforts to prevent inadvertent disclosure of Disclosing Party's Confidential Information to any third party or to any employee who does not have a need to know Disclosing Party Confidential Information.
3. Use Restrictions. Receiving Party shall neither use Disclosing Party Confidential Information nor reproduce it, nor modify any materials made available to Receiving Party outside what is expected in training.
4. Limitation on Obligations. The obligations of Paragraphs 1-3 above shall terminate with respect to any particular portion of the Disclosing Party Confidential Information if it is required to be disclosed by law, but then only to the extent of the court order requiring such disclosure.
5. Return of Materials. All materials, whether tangible or intangible, related to or derived from the Disclosing Party's Confidential Information shall be turned over to Disclosing Party promptly upon its request.
6. No Disclosure Requirement. The extent of any disclosure made under this Agreement shall be at the sole discretion of Disclosing Party.
7. Non-Circumvent. Non-Circumvent. Without the prior written consent by the Company, during the term of this Agreement and for a period of two (2) years after the expiration of this Agreement (the "Protected Term"), an Interested Party (by or through, and including

their/his/her/its Affiliates) agrees not to enter into any Transaction or the Business which is disclosed pursuant to this Agreement. For purposes of this Section, each Party shall act in good faith and fair dealings toward each other Party. Please see section 9.

8. Non-compete During the Protected Term, the Interested Party (by or through, and including their/his/her/its Affiliates) will not, directly or indirectly, whether alone or with any other person, (a) provide services comparable to the services provided by the Company to any person or entity, or that the Interested Party (by or through, and including their/his/her/its Affiliates) reasonably should know is undertaking to become engaged in competition with the business or (b) own an interest in, operate, join, control, or participate as a partner, director, principal, officer, or agent of, enter into the employment of, or act as a consultant to, any entity whose business consists of (a) providing products or services similar to the Company's or (b) any other business similar to that of the Company, including, the Business.

9. Ownership. All business that is conducted is owned by Securative Healthcare Solutions and operates in legal binding with it's strategic partnership agreements. There is no circumvention beyond termination for a period of 2 years. Please refer to section 7.

10. Termination. This Agreement is MUTUAL and shall terminate with respect to any disclosure two (2) years after the date of the disclosure SHS with it's business and Receiving Party and his/her clients.

11. Choice of Laws. This Agreement shall be construed in accordance with the laws of the state of Georgia and all matters related to this Agreement shall have exclusive venue in the state of Georgia. The parties each agree to the jurisdiction of the same.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties relating to the subject matter hereof. No changes, modifications or amendments of any term shall be valid unless agreed upon by the parties in writing. Any agreement between the parties purporting to amend a term or condition of this Agreement shall, to be effective, specifically identify that term or condition's Paragraph number, and shall include the parties' specific intent to amend that term or condition.

[Issuing Party] :

[Receiving Party] :

Securative Health Care Solutions LLC

Name: _____

Date:

Date:

AFFIDAVIT OF GOOD MORAL CHARACTER

I am an applicant for and Executive Consultant position to Health Care Providers, physician groups, clinics and hospital systems. By signing this form, I am swearing that I have not been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of adjudication, to any of the following charges under the provisions of Georgia Laws or under any similar law of another jurisdiction.

I understand that periodic criminal background checks may be conducted on me and by signing this form, I agree to submit any necessary information for the purpose of having these criminal background checks performed by Securative Healthcare Solutions.

I understand I must acknowledge the existence of any criminal records relating to the following list regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Securative Healthcare Solutions of any possible disqualifying offenses that may occur while working in the healthcare community.

- Adult abuse, neglect, or exploitation of aged persons or disabled adults
- Domestic Violence
- Murder
- Manslaughter
- Vehicular Homicide
- Killing of an unborn child by injury to the mother
- Assault, if the victim of the offense was a minor
- Aggravated Assault
- Battery, if the victim of the offense was a minor
- Aggravated Battery
- Kidnapping
- False Imprisonment
- Sexual Battery
- Prohibited acts of persons in familial or custodial authority
- Prostitution
- Lewd or Lascivious Offenses
- Arson
- Felony Theft and/or Robbery
- Fraudulent sale of controlled substances, if the offense was a felony
- Abuse, aggravated abuse, or neglect of disabled adults or elderly persons
- Exploitation of disabled adults or elderly persons, if the offense was a felony
- July 1, 2008
- Incest
- Child abuse, aggravated child abuse, or neglect of a child
- Contributing to the delinquency or dependency of a child
- Negligent treatment of children
- Sexual performance by a child
- Obscene Literature
- Drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor

ONE OF THE FOLLOWING STATEMENTS MUST BE MADE:

Pursuant to O.C.G.A. § 16-10-71, False swearing, I attest that I have read the foregoing, and I am eligible to meet the standards of good character for this Executive Consultant position.

Signature of Affiant: _____ Date: _____

Social Security # _____

For identification purposes, please provide the following: Sex: _____ Race: _____

Date of Birth: _____ OR To the best of my knowledge and belief, my record may contain one or more of the foregoing disqualifying acts or offenses.

EXECUTIVE CONSULTANT AGREEMENT

This Executive Consultant Agreement (“Agreement”) is entered by and between Securative Healthcare Solutions, LLC (“Company”) and _____ with a primary location at _____ (“Executive”), effective as of _____, 2019.

WHEREAS, Executive has relationships with certain physicians, physician groups, labs, hospitals and hospital management companies (“Relationships”); and

WHEREAS, the Company and the Executive agree to work together to introduce the services as set out in Exhibit “A” to this Agreement, to Executive Relationships (the “Services”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. **EXECUTIVE CONSULTANT.** Company and Executive enter into this Agreement for Executive’s provision of the Services. Executive acknowledges and agrees that it shall remain an independent consultant.
2. **TERM.** This Agreement shall commence on the effective date set forth above and shall continue thereafter for three (3) years (the “Initial Term”) unless terminated as provided in Sections 5 and 6 below. This Agreement shall automatically renew upon the same terms and conditions for successive one (1) year terms (each a “Renewal Term”) unless either party provides written notice of its intent not to renew at last sixty (60) days prior to the expiration of the then current Renewal Term.
3. **COMPENSATION.** Effective on the date this Agreement commences, Company shall pay to Executive compensation as set out in Exhibit “A” to this Agreement, which is attached hereto and incorporated into this Agreement for all purposes.
4. **CONFLICT OF INTEREST.** Executive represents that it is free to enter into this Agreement and that this engagement does not violate the terms or conditions of any agreement.
5. **TERMINATION FOR CAUSE.** Either party retains the right to terminate this Agreement for cause, which termination shall be effective immediately. Termination “for cause” shall mean termination for a party’s or any violation of federal or state laws or regulations related to the Services. In the case this Agreement is terminated under this Section, Company shall not pay Executive any further Exhibit A compensation.
6. **TERMINATION FOR A MATERIAL BREACH/CURE.** This Agreement may be terminated due to a material breach by a party. The breaching party will have 60 days to cure a material breach after receiving written notice of the breach. If the material breach

is not cured, this Agreement will be terminated, and Executive shall be paid Exhibit A ongoing compensation for all existing business for six (6) months, if services continue.

7. **DISCLOSURE OF INFORMATION.** Executive will be given access to certain confidential and proprietary information of Company or (all such information being referred to herein as “Company Confidential Information”). Company or its Affiliates will likewise be given access to certain confidential and proprietary information of Executive (all such information being referred to herein as “IC Confidential Information”). Company and Executive agree, respectively with regard to each other: (i) to keep all Company Confidential Information and IC Confidential Information wholly confidential, (ii) not to disclose Company Confidential Information or IC Confidential Information to any third party whomsoever, and (iii) to use Company Confidential Information and IC Confidential Information for the exclusive purpose of carrying out the terms of this Agreement. The provisions of this Agreement shall be kept confidential by the parties.
8. **COVENANTS RELATED TO CONFIDENTIAL INFORMATION.** The parties hereto acknowledge that the disclosure of Company Confidential Information and IC Confidential Information by the other party constitutes a material breach of this Agreement. The parties further acknowledge and agree that a breach of any other provision of this Agreement shall not constitute a defense to the enforcement by the injured party of any of the provisions related to Company Confidential Information and IC Confidential Information.
9. **PROPERTY.** All Company Confidential Information that will be shared with Executive during the pendency of this Agreement shall remain the property of the Company or the relevant Affiliate. At the termination of this Agreement Executive shall immediately return all of the Company or Affiliates’ documents, data, or other Company or Affiliate property to the Company, if relevant. This section does not include such information that is available to the public other than through the fault of the Executive. All IC Confidential Information that will be shared with Company during the pendency of this Agreement shall remain the property of the Executive
10. **NON-DISCLOSURE.** The parties each acknowledges that the business of the other is highly competitive and that the each will provide the other with, and access to, “Company Confidential Information” or “IC Confidential Information” relating to the business of the provider. Customers of the Executive are IC Confidential Information and trade secrets of the Executive. Company Confidential Information may be a trade secret belonging to the Company or the Affiliates and includes, but is not limited to: (i) business models; (ii) legal opinions; (iii) marketing research or strategies; (iv) concepts, ideas, plans, strategies, analyses, and information related to Company’s or Affiliates past, present or anticipated business; (v) Company or Affiliate company agreements, private placement memorandums, incorporation documents or addenda, supplements, or resolutions thereto; (vi) names and other information regarding vendors or contracts with third parties; (vii) expenses or financial information including pricing, revenue and profit

projections; (viii) revenue and profits actually generated by Company or Affiliates; (ix) technical or other information regarding the Company's or Affiliates business, products, services, processes, methods of operation, equipment or procurement procedures and pricing techniques; (x) information regarding Company's or Affiliates' employees, manuals, policies, procedures, or compliance programs; (xi) information regarding Company or Affiliate members, partners, owners, physicians, physician practices, or individuals or entities that the Company or Affiliate may seek to institute a contractual or other relationship; and (xii) databases, commercial agreements and details of ongoing commercial negotiations (herein singularly or collectively referred to as the "Company Confidential Information").

11. **NON-CIRCUMVENTION.** During the term of this Agreement and for a period of one (1) year after termination of the Agreement, the parties agrees for itself, its officers, directors, agents, associates and any related parties, that it will not, directly or indirectly, contact, deal with or otherwise become involved with any entities or parties directly or indirectly introduced by or through the other party, its officers, directors, agents or associates, without the specific prior written approval of the other party.
12. **CONFIDENTIAL (PII AND PHI) INFORMATION.** Executive acknowledges that the term "Confidential Information" (Company or IC) under this Agreement may encompass personally identifiable information ("PII"), or protected health information ("PHI") (e.g., without limitation, medical, private and/or patient information). The protection of such Confidential Information is subject to numerous state and federal privacy laws, consumer protection laws, and laws governing contact with third parties. Executive acknowledges that it, he, she or it shall comply in all respects with such laws and — as a material term of this Agreement — agrees to enter into further agreement(s) for the protection of such information as Company or its Affiliates determine, in their sole discretion, is required or advisable. Nonetheless, during the term of this Agreement, Executive shall: (i) utilize PII and PHI only if — and then only to the extent — necessary to perform the Services; (ii) not duplicate or incorporate PII or PHI into Executive's or Agent's records or databases; and (iii) not disclose PII or PHI to Agent, or any third party without the prior written consent of the Company or Affiliate, or, as relevant, a patient or other third party.
13. **COMPLIANCE WITH LAWS.** During the term of this Agreement, Executive (and as to any Agent) agrees at all times to comply with all federal and state statutes, laws and regulations, and in particular, with all health care industry laws and regulations, which include but not limited to (or the equivalent in the jurisdictions in which a party does business under this Agreement): (i) Medicare/Medicaid Anti-Kickback provisions under the U.S. Social Security Act, 42 U.S.C. 1320a-7b and its implementing regulations; (ii) the federal Physician Self-Referral Statute, 42 U.S.C. 1395nn, and its implementing regulations; (iii) the federal False Claims Act, 31 U.S.C. 3729 et seq.; (iv) the federal Civil Monetary Penalties Law, 42 U.S.C. 1320a-7a; (v) the federal Exclusion Authority Statute, 42 U.S.C. 1320a-7; (vi) the federal Physician Sunshine Act, 42 U.S.C. 1320a-7h and its implementing regulations; (vii) the Federal Food, Drug and Cosmetic Act, 21 U.S.C. section 301 et seq., together with any rules and regulations or national Laws

promulgated thereunder; (viii) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. section 201 et seq., and any other laws governing the privacy, security and confidentiality of healthcare information; and, (ix) the Travel Act, 18 U.S.C. 1952.

14. **DEBARMENT/SUSPENSION/VIOLATION OF LAW.** During the term of this Agreement, Executive shall at all times have an affirmative duty to inform Company or any Affiliate of any violation or potential violation of any regulation, law or statute (whether civil or criminal) or regarding any proceeding related to same that in any way involves Executive or Agent. Nonetheless, Executive hereby certifies that he, she or it is not an excluded individual or entity within the meaning of 42 USC § 1320a-7 and is not otherwise suspended, excluded or debarred from or by any federal or state agency, program or department. If, during the term of this Agreement, Executive or Agent: (i) becomes sanctioned, suspended, excluded from participation in, or penalized by Medicaid, Medicare or regarding any state or federal reimbursement program or, without limitation, regarding any federal or state law, statute or regulation; or (ii) receives notice of an action or threat of action regarding any federal or state law, regulation or statute, Executive agrees to immediately notify the Company or Affiliate and shall immediately cease all activities relating to this Agreement. If Executive becomes suspended, excluded from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement program or regarding any federal or state statute, law or regulation, this Agreement shall automatically terminate without further action or notice by Company or any Affiliate.
15. **GOVERNING LAW/SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Georgia. If any part or section of this Agreement that does not go to its essence is found to be contrary to law or unenforceable, the remainder shall remain in full force and effect. Furthermore, it is expressly understood and agreed that if a final determination is made by a court of law that any restriction contained in this Agreement is unenforceable against Executive or Company, then such provision(s) that does not go to the essence of this Agreement shall not be rendered void but shall be deemed amended to apply as to such terms or other maximum extent as a Court may determine or indicate to be enforceable. Nonetheless, if any Court finds that any section in this Agreement is unenforceable, and such section cannot be amended to make it enforceable, such finding shall not affect the enforceability of all other provisions of this Agreement.
16. **NOTICE.** Each notice required or permitted to be given hereunder shall be deemed to have been properly given if the party to whom addressed has received actual notice thereof, or shall also be deemed properly given if made in writing by certified mail, postage prepaid, addressed to the party's last known valid address.
17. **CHOICE OF LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to conflict of laws

(rules) or choice of laws (rules) thereof. The exclusive venue for any and all disputes, suits or proceedings relating to, or arising out of, this Agreement shall be in the Superior Court of Walton County Georgia.

18. **ENTIRE AGREEMENT – SECTION HEADINGS.** This instrument contains the entire agreement of the parties pertaining to the work of Executive for Company. It may not be changed orally but only by a written instrument signed by both parties. Section headings are for the convenience of the parties only and shall have no legal effect whatsoever.
19. **WAIVER/REMEDIES.** No waiver by either party hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding, succeeding or continuing breach of the same, or any other covenant or condition; provided that in any event no waiver shall be effective unless in writing.
20. **MULTIPLE COUNTERPARTS - ELECTRONIC SIGNATURE/AFFIRMATION.** This Agreement, and any modification or amendment hereto, may be executed in multiple counterparts which, when taken together, shall constitute one instrument, binding on the parties, regardless of whether or not the parties are signatories to the same counterpart. If applicable, fax signatures (or electronic) shall be given the same effect as the originals.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

COMPANY:

John M. Burgstiner
President and CEO
Securative Healthcare Solutions LLC

EXECUTIVE CONSULTANT:

Name
Title
Company

By:

By:

EXHIBIT A

SERVICES AND COMPENSATION

SERVICES

As an Executive Consultant for Securative Health Solutions, you will identify physicians, physician groups, clinics and hospital systems to engage and offer tactical expertise in practice management to provide healthcare solutions that optimize clinical safety, quality, efficacy, compliance and of course revenues:

- Preventative Health Platforms (Pro Forma Provided)
- Chronic Care Management Solutions (Pro Forma Provided)
- Allergy & Immuno-therapy (Pro Forma Provided)
- ABI/ANS Testing (Pro Forma Provided)
- Lab Management Solutions
- Regenerative Medicine
- Nutraceuticals To Support Treatment Protocols

You will professionally assist clients in the generation of lucrative new revenue streams by using our practice development platform that is designed to improve both patient and physician outcomes by addressing three categories vital components:

- Quality
- Compliance
- Revenue

COMPENSATION

Preventative Health Platforms	20%
Chronic Care Management Solutions	10%
Allergy & Immuno-therapy	8%
ABI/ANS Testing	\$18 per test
Lab Management Solutions	40%
Regenerative Medicine	__%
Nutraceuticals To Support Treatment Protocols	__%

COMPLIANCE AGREEMENT - ASSURANCES

HIPAA / HITECH / PPACA / HCERA / EMTALA / HCQIA / HRRP / CMS / DOH / STARK /
Anti-Kickback / EKRA

HIPAA stands for Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. These three components represent nearly every supporting aspect of your business: your policies, record keeping, technology, and building safety. In this sense, HIPAA requires that all your employees be on the same page and working together to protect patient data.

HITECH stands for Health Information Technology for Economic and Clinical Health Act. HITECH is part of the American Recovery and Reinvestment Act (ARRA) of 2009 and creates incentives related to healthcare information technology, including incentives for the use of electronic health record (EHR) systems among providers. The HITECH Act was created to motivate the implementation of electronic health records (EHR) and supporting technology in the United States.

PPACA stands for the Patient Protection and Affordable Care Act. This is one of two pieces of legislation that make up the health care reform law. The other piece of the law is the Health Care and Education Reconciliation Act or **HCERA**. The law provides numerous rights and protections that make health coverage more fair and easy to understand, along with subsidies (through "premium tax credits" and "cost-sharing reductions") to make it more affordable. The law also expands the Medicaid program to cover more people with low incomes

EMTALA is a federal law that requires hospital emergency departments to medically screen every patient who seeks emergency care and to stabilize or transfer those with medical emergencies, regardless of health insurance status or ability to pay — this law has been an unfunded mandate since it was enacted in 1986.

HCQIA is the Healthcare Quality Improvement Act of 1986
The Healthcare Quality Improvement Act (HCQIA) provides immunity for medical professionals and institutions during conduct assessments. [1] The law originated partially due to a Supreme Court ruling involving abuse of the physician peer review process. To date, HCQIA continues to evolve as the act arises in courtrooms and justices deliver new rulings. Legislators enacted the law to protect medical professionals from peer review-related lawsuits and to encourage physicians to file official complaints after encountering unprofessional and dangerous peer conduct.

HRRP stands for The Hospital Readmissions Reduction Program. It is an Affordable Care Act initiative, requires the Centers for Medicare and Medicaid Services (**CMS**) to reduce payouts to care facilities that experience excessive patient readmissions. [4] The program launched in late 2012 and defines readmissions as 'repeat patient admissions among participating CMS hospitals in a 30-day period; allowing exceptions for specific conditions, such as heart failure and pneumonia, as well as factors such as poor health and multiple illnesses.

Stark Law is a set of United States federal laws that prohibit physician self-referral, specifically a referral by a physician of a Medicare or Medicaid patient to an entity providing designated health services ("**DHS**") if the physician (or an immediate family member) has a financial relationship with that entity. Stark Law referral exceptions that are related to compensation, ownership, and investment. Some of exceptions that can benefit medical practices are: Physician services. Referrals are permissible if the medical services are: Performed by a doctor who is a member of the group practice. **This is a strict liability statute, meaning that there is no need to show that the physician acted intentionally or with knowledge in order to hold them liable. Stark Law violations can sometimes form the basis for False Claims Act litigation.**

The Stark statute applies only to physicians who refer Medicare and Medicaid patients for designated health services to entities with which they (or an immediate family member) have a financial relationship

Anti-Kickback Statute [42 U.S §1320a-7b(b)]

The Anti-Kickback Statute is a criminal law that applies broadly and prohibits the knowing and willful payment of remuneration to induce or reward patient referrals or the generation of business involving any item or service payable by the Federal healthcare programs

EKRA is an all-payer statute that prohibits medical laboratories, clinical treatment facilities, and recovery homes from soliciting payments for referrals, the National Law Review pointed out.

This area demands full compliance of any one doing business in healthcare. The Federal Anti-Kickback statute specifically states that a person may not knowingly or willfully offer, pay, solicit, or receive remuneration to induce, or to recommend or arrange for referrals of Medicare/Medicaid patients or items of services provided to such patients. Penalties include criminal fines and imprisonment, significant civil money penalties, and/or exclusion from the federal programs, including Medicare and Medicaid.

In the event that Executive Consultant creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Executive Consultant as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Executive Consultant shall: (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), apply to an Executive Consultant of a covered entity in the same manner that such sections apply to the covered entity; (b) Not use or further disclose the PHI, except as permitted by law; (c) Not use or further disclose the PHI in a manner that had Covered Entity done so, would violate the requirements of HIPAA; (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement; (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Executive Consultant conducts Standard Transactions for or on behalf of the Covered

Entity; (f) Report promptly to Insert Clinic Name any security incident or other use or disclosure of PHI not provided for by this Agreement of which Executive Consultant becomes aware; (g) Ensure that any who receive or are exposed to PHI (whether in electronic or other format) are explained the Executive Consultant obligations under this paragraph and agree to the same restrictions and conditions; (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations; (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into an Executive Consultant Agreement or other necessary Agreements to comply with HIPAA.

3. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Executive Consultant breaches any term in this Agreement. Securative Health Care Solutions Alternatively, Covered Entity may give written notice to Executive Consultant in the event of a breach and give Executive Consultant five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Executive Consultant if Covered Entity reasonably determines that Executive Consultant Agreement has been breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Executive Consultant hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Executive Consultant shall either return or destroy all PHI received from the Covered Entity or created or received by Executive Consultant on behalf of the Covered Entity in which Executive Consultant maintains in any form. Executive Consultant shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Executive Consultant determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Executive Consultant shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. To the extent that it is not feasible for Executive Consultant to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Executive Consultant maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Executive Consultant may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Executive Consultant and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Securative Healthcare Solutions LLC:

----- Date

Executive Consultant:

----- Date

COMPLETION OF TRAINING

I, _____, do testify that I have completed the following trainings provided by Securative Healthcare Solutions and that I understand what is expected of me as an Executive Consultant.

Introductory Training presented by John Burgstiner, Tammy Steadman and Jessica Johnson

Initial _____ Date Completed _____

Compliance and Assurances

Initial _____ Date Completed _____

HIPAA Online

Initial _____ Date Completed _____

Preventative Health Platforms (Pro Forma Provided)

Initial _____ Date Completed _____

Chronic Care Management Solutions (Pro Forma Provided)

Initial _____ Date Completed _____

Allergy & Immuno-therapy (Pro Forma Provided)

Initial _____ Date Completed _____

ABI/ANS Testing (Pro Forma Provided)

Initial _____ Date Completed _____

Lab Management Solutions

Initial _____ Date Completed _____

Regenerative Medicine

Initial _____ Date Completed _____

Nutraceuticals To Support Treatment Protocols

Initial _____ Date Completed _____

RECEIVING OF MATERIALS

Practice Assessment

Assessment Instructions

Marketing Materials

Introductory

Scheduling

Pro Formas

Onboarding

Account Set Up